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U.S. COURTS

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CAMERON S. BURKE,
CLERK, IDAHO

FEE PAID
RCPT # 23785

Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO**

IN RE:)	Chapter 13
)	Case No. 99-01784
DALE BLUSH and LEONA BLUSH,)	
husband and wife,)	
)	MOTION TO REMOVE
)	AUTOMATIC STAY
Debtor(s).)	
)	
)	

COMES NOW, TARA DEVAULT, pursuant to 11 U.S.C. 362(d) Bankruptcy Rule 4001 and Local Bankruptcy Rule 4001.2 and alleges as follows:

1. That the Debtor(s), DALE BLUSH and LEONA BLUSH, are indebted to Claimant upon a Contract of Sale, whereby said Debtor(s) promised to pay to the order of the Claimant the total of \$8,450.00 plus interest. A copy of said Contract is attached hereto as Exhibit "A" and is incorporated herein in full by this reference.

2. That as security for said indebtedness, the Claimant claims a lien upon the following described property:

1971 Barrington Mobile Home,
including washer & dryer

3. That Claimant's lien and security interest in said property is evidenced by the exhibits which are attached hereto and incorporated herein in full by this reference.

4. That Debtor(s) filed their Chapter 13 petition under the provisions of the applicable Bankruptcy Code on or about July 13, 1999.

5. That Debtor(s) are in default under the terms and conditions of the contract, as stated above, and owe \$4,530.01 as of July 10, 2001. Debtor(s) last paid on May 14, 2001, but are due for ½ of May, and the months of June and July, 2001. The amount in arrears is \$750.00.

6. That Claimant alleges and believes that the present fair market value of the property is \$10,948 based on the 1999 tax assessment.

7. That Claimant alleges that the present fair market value of its collateral may not exceed the sums due Claimant and other liens against the property above described, including that of Claimant, and of Debtor(s)' exemptions, although the exemption provision is not an issue herein.

8. That Claimant alleges the estate of Debtor(s) has no interest in the property.

9. That Claimant alleges the above-described property is not necessary to an effective reorganization of Debtor(s).


10. That Claimant does not have and has not been offered adequate protection for its liens and security interest in said property, and if Claimant is not permitted to foreclose its security interest in the collateral, Claimant will suffer irreparable injury, loss and damage.

WHEREFORE, Claimant moves the Court to issue an Order against the Debtor(s), the trustee and parties in interest as follows:

1. Removing the stay of 11 U.S.C. 362 as against Claimant and authorizing said Claimant to immediately pursue its remedies against said property by foreclosing upon or reclaiming the same pursuant to the provisions of its Note and applicable local law.

In the alternative Claimant prays for an Order of this Court adequately protecting Claimant's lien on the collateral in the form of cash payments to Claimant, additional liens on other unencumbered property of Debtor(s) or imposing such other restrictions on Debtor(s)' use of the collateral as will provide Claimant with the indubitable equivalent of its interest in the property.

DATED this 12th day of July, 2001.


BRADLEY B. POOLE

CERTIFICATE OF MAILING

I hereby certify that on the 12th day of July, 2001, I served a true and correct copy of the within and foregoing document upon the attorney(s)/individual(s) named below in the manner noted:

Harold Q. Noack, Jr.
Attorney at Law
P.O. Box 875
Boise, Idaho 83701
Attorney for Debtors

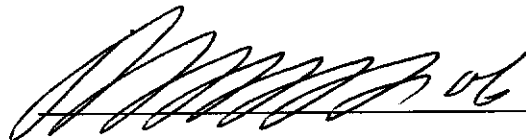
☒ U.S. Mail, postage prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile

U. S. Trustee's Office
P.O. Box 110
Boise, Idaho 83701

☒ U.S. Mail, postage prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile

Bernie Rakozy
P.O. Box 1738
Boise, Idaho 83701

☒ U.S. Mail, postage prepaid
☐ Hand Delivered
☐ Overnight Mail
☐ Facsimile



A115-10
R115-04

AGREEMENT TO SELL PERSONAL PROPERTY

COPY

PURCHASE AND SALES AGREEMENT made by and between Tara Lee
Beeman-DeVault, (Seller)
and Dale E. or Leona Blush
_____, (Buyer).

WHEREAS, for good consideration the parties mutually agree that:

1. Seller agrees to sell, and Buyer agrees to buy the following described property:
Barrington 1971 mobil Home at
2725 N. 5 mile #53 Id # 1307H17X2S0338
Boise, ID 83713
2. Buyer agrees to pay to Seller and Seller agrees to accept \$ 9200.00 as total purchase price payable as follows:
\$ n/a deposit herewith paid
\$ n/a See below payable on delivery by cash, certified or bank check
3. Seller warrants it has good and marketable title to said property, full authority to sell said property, and that said property shall be sold by warranty bill of sale free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.
4. Said property is sold in "as is" condition, Seller disclaiming any warranty of merchantability, fitness or working order or condition of the property except that it shall be sold in its present condition, reasonable wear and tear excepted.
5. The parties agree to transfer title on September first, 2002 (year), at the address of the Seller. Time is of the essence. TO
6. This agreement shall be binding upon and inure to the benefit of the parties, their successors

Failure on any part of said contract by the buyer means that all property is taken back over by the Seller and the Buyer must immediately vacate said property and any damages done by the Buyer during the duration of their occupancy must be either fixed to the condition it was when Buyer took occupancy, or paid for so the Seller can bring it back to the condition it was when the buyer took occupancy.

If for any reason the buyer decides not to buy said property all deposits will be forfeited to the Seller.

Wale Bush
Leona Bush